

INDEMNITOR PERSONAL & FINANCIAL INFORMATION / TERMS AND CONDITIONS

DEFENDANT & NAME: _____

The undersigned Indemnitor desires A Mobile Bail Bonds Service (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for Indemnitor makes answers to the questions below, and every answer is warranted to be true without any mental reservation whatsoever.

The following terms and conditions are an integral part of this application for Appearance Bond No. _____ dated _____, for which Surety or its Agent shall receive a premium in the amount of (\$ _____) and parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. It is understood and agreed that the happening of the following event shall constitute a breach of Defendant's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Defendant and Defendant or Indemnitor shall have no right to any refund of premium whatsoever.
 - a. If Indemnitor shall make any material false statement on this Application.

Name of Indemnitor

Date of Birth _____ First _____ Middle _____ Last _____ Relation to Defendant _____

Address where you reside _____

Home phone _____ Street _____ Apt _____ City, State _____ Zip _____
How long at that address? _____ years Buying Leasing Renting

Mailing Address _____

Landlord of Mortgage Co. _____ Street _____ Apt _____ City, State _____ Phone No. _____ Zip _____

Previous Address _____ Street _____ Apt _____ City, State _____ Zip _____

Place of Employment (if self-employed, give details) _____ How long? _____

Employment Address _____

Job Title or Description _____ Street _____ City, State _____ Zip _____
Supervisor _____ Bus. Phone _____

Social Security # _____ ID or Driver's License No. _____ Salary \$ _____

Spouse's Name _____ Address, if different _____

Date of Spouse Birth _____ Place of Spouse Birth _____ TDL # _____

Spouse Employed By _____ How long? _____

Spouse Employment Address _____

Street _____ City, State _____ Zip _____ Phone / Ext _____

List of All Automobiles 1. _____

Year _____ Make _____ Model and Color _____ License Plate # _____

Automobiles 2. _____

Year _____ Make _____ Model and Color _____ License Plate # _____

Lien Holder _____ Ins. Co. _____ Phone # _____

Credit Card References:

Name of Card _____ Acct No. _____

Name of Card _____ Acct No. _____

Personal References:

Name _____ Address _____ Phone _____ Relation _____

Name _____ Address _____ Phone _____ Relation _____

Name _____ Address _____ Phone _____ Relation _____

Signature of the Indemnitor _____ all information given is true and accurate.

INDEMNITY AGREEMENT

YOU ARE ASSUMING SPECIFIC OBLIGATIONS, READ CAREFULLY

A **MOBILE BAIL BOND SERVICE** (hereinafter called SURETY) at the request of the undersigned, and upon the surety hereof, has or is about to become surety on an appearance bond for _____, (hereinafter called PRINCIPAL) in the sum of \$ _____ and a copy is attached hereto and made a part hereof for all purposes. If more than one bond is made or has been made, then this Agreement shall extend to and cover all such bonds and the terms of this Agreement shall apply and be enforceable against each bond individually or as a group.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration that the SURETY would not execute the above requested bond or bonds in any amount without the indemnity of this Agreement, the undersigned, whether one or more, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. the undersigned will have the aforesaid Principal before the proper Court from day to day and from term to term as may be ordered or required by the Court or any other Court to which the case or bond may be transferred. Surety has no liability or obligation to inform or to keep the principal or the undersigned informed of any such dates or times the principal may be required to appear in any Court or for any hearing, this being the sole responsibility of principal and the undersigned.

2. the undersigned will at all times indemnify and save Surety harmless from and against every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said Surety shall or may for any cause sustain or incur by reason or in consequence of Surety having executed said bond or undertaking, and will, upon demand by Surety, place the Surety in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication against it by reason of such suretyship, and before Surety shall be required to pay the same.

3. the voucher, statement, check or other evidence of any payment made by Surety or on behalf of Surety by reason of such suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate, both as the propriety thereof and as to the extent of the liability thereof from the undersigned to Surety.

4. If the principal's case is dismissed and refilled under a new case number, or if the principal shall be charged, re-charged, indicted or re-indicted, for the same or similar offense, the undersigned hereby acknowledges all the liability under this agreement as if it were the original charge against the principal, it being the intention of the parties hereto that the undersigned shall remain liable to Surety so long as there remains any liability, potential liability or loss resulting from the execution of the bond or bonds made the basis of this Agreement.

5. the Surety may withdraw from its suretyship at any time it appears, in the sold discretion of Surety, that the principal is about to flee or does not intend to appear in Court as required or for any other reason deemed sufficient by Surety, or if any Indemnitor becomes insolvent or refuses to cooperate with Surety in any manner in connection with said bond or bonds, however, any withdrawal by Surety shall not terminate this Agreement and liability hereunder created of the undersigned to Surety. The surrender of principal does not terminate this Agreement. This Agreement shall not be returned by Surety at the time Surety shall be satisfied of the termination of this liability under said bond or bonds, but shall be retained and continued for any unanticipated liability that may at any time occur thereafter.

6. this Agreement hereby provides that so long as there is any liability or loss of any nature whatsoever to Surety upon the bond or bonds referred to herein, the undersigned will not make any transfer or any attempted transfer of any of the property given as security or of any interest therein, and Surety shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of said Surety having executed that bond or bonds herein referred to.

7. if there be more than one Indemnitor securing the above-mentioned appearance bond or bonds, all liability shall be joint and several, however, release or payment by one shall not release any others unless expressly stated in writing. A default by any Indemnitor shall be enforceable and binding against and upon all others.

8. the undersigned agrees to pay reasonable attorney's fees incurred in the enforcement of this Agreement which in no event shall be less than forty (40%) of the amount of the bond or bonds which this Agreement secures and indemnifies. This contract is performable in Harris County, Texas.

9. surety shall have the right to transfer and/or assign, in whole or part, all of its rights and obligations under this Agreement. Such transfer or assignment may be made to a corporation, surety company, insurance company, individual or group of individual or group of individuals, and howsoever made are to be in all things respected and recognized by the undersigned.

10. if any provision or provision of this Agreement be void and/or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void or vitiated thereby but shall be construed and enforced with same effect as though such provision or provisions were omitted.

11. the undersigned hereby acknowledges that this Indemnity Agreement sets forth all the terms of the agreement between Surety and undersigned. All statements, representations or affirmation mad by Surety and/or its agents or employees prior to or contemporaneously with the execution of this Agreement are incorporated herein and unless herein contained are or no force and effect whatever in determining the liability of the undersigned under this Agreement. The undersigned hereby sates that the said Surety, its agents or employees have not recommended or suggested any attorney or firm of attorneys to represent the principal in any capacity.

12. the undersigned hereby gives a security interest in the following property as security for the execution and faithful performance of the Indemnity Agreement and shall secure the payment of all claims, demands, liabilities, costs, charges, legal fees, disburse and expenses, including failure to pay the full amount of the bonding fee. The undersigned shall, at his own expense, insure said property of any theft, damage, loss, disappearance or failure of Surety to return said property. Surety shall use reasonable care in the safekeeping of said property, however, should the same be stolen, lost, damaged, destroyed or disappear in any manner while in the possession or constructive possession of Surety, the undersigned's exclusive and only recourse shall be against the insurance policy, and the undersigned hereby holds the Surety harmless for failure to return said property for any reason whatsoever, including any negligence of the Surety in the care safekeeping or the return of said property. The undersigned hereby grants to Surety a security interest, and mortgages to Surety the following described property which shall remain in the possession of Surety all liabilities of the undersigned have been discharged or until Surety voluntarily returns the same to the undersigned:

Description of Property:

Daily storage fee of \$2.00 per day will be charged if the collateral is kept by the Surety after ten (10) days of disposition of the defendant's bail bond. Collateral must be picked up by _____ or _____.

INDEMNITY AGREEMENT

If the property or any part thereof given as security under this Agreement is cash money, that the undersigned hereby agrees that Surety may commingle the said funds with any other funds or property of its own and hold the same in any form or any account without any duty to keep the same separate or in any form of escrow and it is expressly agreed and understood that no interest or increase shall ever be due or payable at any time upon said cash money so long as the same is retained for any purpose by Surety in securing all the terms of this Agreement and until all liabilities of the undersigned have been finally discharged.

At any time Surety believes the prospect of payment of any obligation secured hereby or the performance of this Agreement is impaired, Surety may declare this Agreement to be in default. At any time Surety has become obligated to pay or has expended money or time to surrender the principal on the bond or bonds or has paid any portion of the bond or bonds or any costs after forfeiture, Surety may make a demand for reimbursement upon the undersigned, and upon failure to so reimburse Surety, and the balance, if any, to be used as cash collateral to secure any further liability under this Agreement, Surety will give the undersigned reasonable notice of the time and place of sale and it shall be conclusively presumed that the requirements of reasonable notice are met if such notice is mailed, postage prepaid, to the address of the undersigned shown at the end of this Agreement at least ten days before the time of sale or disposition. Surety shall have all the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law as well as any additional rights as provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The waiver or any default hereunder shall not be a waiver of any subsequent default.

Signed this _____ day of _____, 20__.

PRINCIPAL / INDEMNITOR

PROMISSORY NOTE

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we or either of us, as principals, promise to pay to the order of A Mobile Bail Bond Service in the City of Houston, Harris County, Texas, the sum of: \$ _____ Dollars, in legal money of the United States of America, plus all court costs and re-arrest fees, with interest thereon at the rate of ten percent (10%) per annum from date until paid. This note is due and payable in full as follows at the election of the holder:

Without Demand or notice upon the forfeiture of the Bail Bond of Defendant, _____

In Case No. _____ or upon **DEMAND**, and a Demand upon one maker of this note shall be sufficient notice as a Demand upon all said makers, whether made orally or in writing.

It is expressly agreed and provided that upon default in the punctual payment of this note when it becomes due and payable (punctual payment shall mean not to exceed five days after the note becomes due and payable as provided above) then an additional sum as reasonable collection fees shall be added to said principal and interest, and further, if the same is placed in the hands of an attorney for collection, then the undersigned agree and promise to pay an additional sum as a reasonable attorney's fee, which in no event shall be less than forty percent (40%) of the principal and interest then owing.

It is expressly agreed and provided that after this note becomes due and payable, the holder hereof may agree with any of us to accept partial payments or payments in installments and such agreement or payments shall not affect the liability the other makers who shall remain bound for payment hereof. This contract is performable in Harris County, Texas.

It is expressly agreed and provided that if suit is necessary for collection of this note, the holder hereof may sue any or all of the undersigned and any party not served with citation therein shall not be released but shall remain bound for the payment thereof.

Principals hereby acknowledge receipt of a copy of this Promissory Note and have read and understand the provisions of same before signing it.

Date this _____ day of _____, 20__.

Principal #1 signature

SSN: _____

TDL: _____

Address

Phone

Principal #3 signature

SSN: _____

TDL: _____

Address

Phone

Principal #2 signature

SSN: _____

TDL: _____

Address

Phone

Principal #4 signature

SSN: _____

TDL: _____

Address

Phone

A MOBILE BAIL BOND SERVICE

Defendant Information Sheet

Defendants MUST call office (713-463-7774) within 24 hours after his/her Jail Release.

Defendants MUST fax their Defendant Statement within 24 hours of their Jail Release. Can be printed from our website www.amobilebailbonds.com

Defendant MUST CHECK-IN WEEKLY with the bonding office (713-463-7774)

- 1. Let us know your next Court Date, and if there are any changes in your phone numbers, address, or employment.**

Glenda and her staff are always available to you, 24/7, to answer any questions, and to help you in any way.

A MOBILE BAIL BOND SERVICE

TERMS AND CONDITIONS

The undersigned defendant desires A Mobile Bail Bond Service (hereinafter called "Surety" to execute, or cause to be executed, the bond for which defendant herein applied for. Defendant makes answers to the questions below, and every answer is warranted to be true without any mental reservation whatever. The following terms and conditions are an integral part of this Appearance Bond No. _____ dated _____ is legally binding contract for which Surety or its agent received a premium. Both parties agree that Appearance Bond is conditioned upon full compliance of the following:

- a. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials any time provided by law.
- b. In the event surrender of Defendant is made prior to the time set for Defendant's appearances and for reason other than as enumerated below in paragraph 3, then Defendant shall be entitled to a refund of the bond premium.
- c. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever.
 - 1) If Defendant departs jurisdiction of the court without written consent of Court and Surety of its agent;
 - 2) If Defendant moves from one address to another without notifying Surety, or its Agent in writing prior to said move.
 - 3) If Defendant commits any act that constitutes reasonable evidence of Defendant's intention or cause a forfeiture of said bond.
 - 4) If Defendant be arrested and incarcerated for any offense other than a minor traffic violation.
 - 5) **If Defendant makes any material false statement in this Application.**
 - 6) **If Defendant fails to check-in by phone every week.**

DEFENDANT'S PERSONAL INFORMATION

Name _____
First Middle Middle Other Name or Alias (Nick name)

Date of Birth _____ Place of Birth _____ Nationality _____

Home phone (____) _____ Cell Phone _____

Address where you reside _____
Street Apt City, State Zip

Are you an American Citizen? _____ How long at that address? _____ years Buying Leasing Renting

Landlord or Mortgage Co. _____ Permanent Mailing, if different _____

Height _____ Weight _____ Hair _____ Tattoos / Birth Marks _____

SSN: _____ ID or Texas Driver's License No. _____

Place of Employment _____ Job Title or Description _____

Employer's Address _____
Street City, State Zip Bus. Phone Extension

Supervisor _____ Previous Employer _____ Position _____

Military Background _____
Branch Discharge Date Where Discharged Rank

Education: Last School or College _____ Where? _____ Grade Completed _____

Arrest or Conviction Record: Are you on Probation? _____ Parole? _____ If Yes, where? _____

Have you been convicted of a misdemeanor or felony? _____ If yes, give full details _____

Are you on bond now for other charges? _____ If yes, give name of company and charge _____

Name of your attorney _____ Phone _____ Have you paid his fee? _____

A MOBILE BAIL BOND SERVICE

Spouse of Defendant _____ DOB _____ Place of Birth _____ Nationality _____

Is spouse an American Citizen? _____ Maiden Name _____ Port of Entry _____

Spouse's Cell (____) _____ Spouse's Business phone (____) _____ Ext or Pager No. _____

Spouse's SSN: _____ Spouse's ID or TDL No. _____ Spouse's Employee or Union # _____

Spouse's Place of Employment _____ Spouse's Job Title _____

Spouse's Employer Address _____
Street City, State Zip Supervisor's Name

Deft's Family /Friends	Street	City, State	Area Code and Phone
Father:			
Mother:			
Bro. & Sis.			
Bro. & Sis.			
Grandparents:			
Closest Friend:			
Friend:			
Friend:			
Other Relative:			

Spouse's Family /Friends	Street	City, State	Area Code and Phone
Father:			
Mother:			
Bro. & Sis.			
Grandparents:			
Closest Friend:			
Friend:			

Child's Name:	Age & Grade	School	Address, if different:

List of All Automobiles 1. _____
Year Make / Model / Color License Plate #

Automobiles 2. _____
Year Make / Model / Color License Plate #

Lien Holder _____ Ins. Co. _____ Phone _____

The Defendant hereby warrants that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully.

In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement and any other persons or organizations having information concerning the Defendants whereabouts to give such information to A Mobile Bail Bond Service and its assigns and / or duly authorized representatives. The Defendant understands that any information obtained will be used for the incurred as a result of Defendant's non-appearance. The Defendant hereby waived his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by A Mobile Bail Bond Service and its assigns and / or duly authorized representatives.

Signed and delivered this _____ day of _____, 20__.

DEFENDANT SIGN HERE _____.

AGENT'S NAME AND SIGNATURE _____.